

**RECORDING REQUESTED BY**

NAME: City of San Jose

**WHEN RECORDED MAIL TO:**

NAME: City of San Jose-Housing Department

ADDRESS: 200 E. Santa Clara St., 12th Floor Tower

CITY / STATE / ZIP: San Jose, CA 95113

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

DOCUMENT: 2 34959



20034959

Pages: 11

Fees.... \* No Fees  
Taxes....  
Copies...  
AMT PAID

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
City

RDE # 008  
10/31/2008  
1:37 PM

(SPACE ABOVE FOR RECORDER'S USE)

55-Year Affordability Restrictions

**(DOCUMENT TITLE)**

RD:MDC

Recording Requested by  
and  
When Recorded mail to:  
City of San José  
Housing Department  
P.O. Box 1837  
San José, California 95109-1837  
Attn: Loan Management  
Re: Ford and Monterey

THIS DOCUMENT IS RECORDED FOR THE BENEFIT OF THE  
CITY OF SAN JOSÉ AND IS EXEMPT FROM FEE PER  
GOVERNMENT CODE SECTIONS 27383 and 6103  
AND SECTION 33334.3 (f) 2 HEALTH AND SAFETY CODE.

---

**55-YEAR AFFORDABILITY RESTRICTION**

**(Ford and Monterey)**

This 55-Year Affordability Restriction ("Restriction") is made by the **CITY OF SAN JOSÉ**, a municipal corporation ("City") dated as of the 28<sup>th</sup> day of October, 2008, with respect to the following facts:

A. The Redevelopment Agency of the City of San José ("Agency") is allocated certain property taxes pursuant to Health and Safety Code Section 33670. Allocated taxes ("Allocated Taxes") are allocated in merged redevelopment project areas pursuant to Health and Safety Code Section 33486. At least twenty percent (20%) of Allocated Taxes ("20% Funds") must be used by the Agency to assist in the construction or rehabilitation of housing units which will be available to "persons and families of low or moderate income," as defined in Health and Safety Code Section 50093, as amended from time to time ("Persons and Families of Low or Moderate Income") and "very low income households," as defined in Health and Safety Code Section 50105, as amended from time to time ("Very Low Income Households").

B. The City has acquired the property located at Ford Street and Monterey Road in the City of San José as more particularly set forth in **EXHIBIT A** attached hereto (the "Property") through the Director's Deed recorded on November 3, 2006 as Instrument Number 19169881 in the Official Records of Santa Clara County ("Director's Deed") with the use of 20% Funds.

C. Pursuant to an agreement between the City of San José ("City") and the Redevelopment Agency of the City of San José ("Agency"), the City is acting as agent of the Agency in Health and Safety Code Sections 33000, et. seq. (the "Community Redevelopment Law"), to assist low and moderate income housing with 20% Funds.

D. Health and Safety Code Section 33334.3(f) requires a covenant or restriction be recorded against all units constructed or substantially rehabilitated with the assistance of 20% Funds, restricting such units to remain available at "affordable housing costs" (as defined in Health and Safety Code Section 50053, as amended from time to time) ("Affordable Housing Costs") to Persons and Families of Low- or Moderate Income and Very Low- Income Households. Assisted Units assisted with 20% Funds assessed in merged redevelopment project areas must be restricted for a period as set forth in Health and Safety Code Sections 33334.3(f) and 33487. The restriction of covenants must be enforceable against City and any successor in interest to City ("Subsequent Owner") pursuant to Health and Safety Code Section 33334.3(f).

**NOW, THEREFORE,** the City hereby declares and covenants:

**1. Affordability Restriction.**

(a) Restriction to Affordable Housing Cost. For a period of fifty-five (55) years, commencing on the recordation of the Director's Deed, the Assisted Units, shall be rented or otherwise made available at Affordable Housing Costs to Persons and Families of Low-Income at 60% of Area Median Income (AMI). A person or family shall be determined to be eligible ("Eligible Household") to rent an Assisted Unit (i) if the Assisted Unit is made available to such person or family at Affordable Housing Cost based on the maximum income level for a Eligible Household as adjusted for family size in accordance with the procedures set forth below, as shown in the table contained in 25 Cal. Code Reg. 6932, as amended from time to time, and (ii) such person or family is a Eligible Household. In adjusting for family size to determine the maximum income level on which to base the calculation of Affordable Housing Cost, the City or Subsequent Owner may make the following adjustments according to the number of bedrooms in each Assisted Unit: studio - one person, one bedroom - two persons, two bedrooms - three persons, three bedrooms - four and one half persons, and four bedrooms - six persons. The City shall have the sole discretion whether to grant the request to make this adjustment. Without the prior written consent of City, Subsequent Owner shall calculate Affordable Housing Cost based on the actual size of the family to whom the Subsequent Owner intends to rent an Assisted Unit. **EXHIBIT B** attached hereto and incorporated herein by this reference contains an illustration of the calculation of Affordable Housing Cost for a rental project developed for Persons and Families of Low-Income. City and Subsequent Owner shall prohibit any person or family who has not been determined to be Eligible at the time of taking possession of an Assisted Unit from renting or occupying any Assisted Unit and shall cause any such person or family to vacate any Assisted Unit so rented or occupied. City and Subsequent Owner shall comply with all existing or future laws and regulations applicable to housing units assisted with 20% Funds, to the extent applicable and this Restriction shall be deemed modified accordingly.

(b) Recertification of Income; Continued Availability at Restricted Level. On an annual basis, on or before the anniversary of the recording of the Director's Deed, the Subsequent Owner shall submit a report (the "Annual Report") to the City, which contains, with respect to each Assisted Unit, the rental rate and income and family size of the occupant. The Annual Report shall be based on information supplied by the tenant or occupant of each Assisted Unit in a

certified statement on a form provided or previously approved by the City. When the Assisted Unit is vacated, for any reason whatsoever, by the person or family, the Assisted Unit shall then again be rented or otherwise made available at Affordable Housing Cost to Persons and Families of Low-Income.

(c) Definition of Vacate. For the purposes of this Restriction, "vacate" shall include, without limitation, departure from an Assisted Unit at the termination (whether at the end of a term or upon default) of the lease pursuant to which the Assisted Unit was occupied ("Lease"), abandonment of the Assisted Unit, sublease or assignment of an Assisted Unit (whether or not such sublease or assignment complied with the terms and conditions of the Lease).

2. Definitions. The definitions of Affordable Housing Costs, Persons and Families of Low-Income and Area Median Income shall have the definitions given these terms in Health and Safety Code Sections 50053, 50105 and 50093, as amended from time to time.

3. Default and Remedies.

(a) Covenants Running With The Land. The City hereby subjects the Property and any Assisted Units constructed to the covenants and restrictions set forth in this Restriction. The City and Subsequent Owner hereby declares its express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the City's and Subsequent Owner's successors in interest; provided, however, that on the termination of this Restriction, said covenants and restrictions shall expire. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring the Property or improvements constructed on the Property or any portion thereof or interest therein (a "Contract") shall conclusively be held to have been executed, delivered and accepted subject to this Restriction regardless of whether the terms of this Restriction are set forth in such Contract and regardless of whether the other party or parties to such Contract have actual knowledge of this Restriction.

The City and Subsequent Owner hereby declares their understanding and intent that:

(i) the covenants and restrictions contained in this Restriction shall be construed as covenants running with the land pursuant to California Civil Code section 1468 and not as conditions which might result in forfeiture of title by City or Subsequent Owner; and

(ii) the burden of the covenants and restrictions set forth in this Restriction touch and concern the Property in that the City's or Subsequent Owner's legal interest in the Property and all improvements thereon is rendered less valuable thereby; and

(iii) the benefit of the covenants and restrictions set forth in this Restriction touch and concern the land by enhancing and increasing the enjoyment and use of the Property and Assisted Units by Eligible Households, the intended beneficiaries of such covenants and restrictions.

All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon the City and its successors in interest for the benefit of the City, the Agency, Eligible Households, and such covenants and restrictions shall run in favor of such parties for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the City or the Agency is an owner of any land or interest therein to which such covenant and restrictions relate.

**(b) Non-Complying Assisted Units.** In addition to and without limitation of any other rights and remedies set forth in this Restriction or otherwise available to any party legally entitled to enforce this Restriction, in the event of any Default (as defined in Section 3(d) below), after thirty (30) day notice by City to Subsequent Owner, City or Agency shall have the right to lease and Subsequent Owner shall lease to City or Agency on demand of City or Agency for a rental of \$1.00 per Assisted Unit per year any and all of the "Non-Complying Assisted Units" (as defined below) at such time as the Non-Complying Assisted Unit(s) is vacated (if a unit that has been determined by the City to be "Non-Complying", vacation by the existing tenant will not bring the unit into compliance). "Non-Complying Assisted Units" shall mean an Assisted Unit, which is occupied and/or leased in violation of Section I of this Restriction. Determination of such a violation may be based on information provided in the Annual Report or determined by City or Agency in its reasonable discretion based on information otherwise available to it. Notwithstanding any term or condition of the lease under which the City or Agency leases a Non-Complying Assisted Unit pursuant to this subsection 3(b), Subsequent Owner hereby consents to and grants the City or Agency the right to assign such lease or sublet such Assisted Unit at Affordable Housing Cost to any non-profit housing provider (a "Provider") in the community for \$1.00 per year on the condition that such Provider subleases such Assisted Unit(s) or assigns such lease(s) to a Very Low-Income Household or a Persons and Families of Low-Income at Affordable Housing Cost. If the City or Agency assigns or sublets to any Provider, notwithstanding any term or condition of the lease between Subsequent Owner and the City or Agency, the City and Subsequent Owner hereby consents to and grants such Provider the right to assign such lease or sublet such Assisted Unit to any Eligible Person at an Affordable Housing Cost. If the City or Agency leases any Assisted Unit(s) or a Provider subleases any Assisted Unit(s) or is the assignee of any lease(s) from the City or Agency, the City, Agency or Provider, as the case may be, to the extent necessary to ensure compliance with Section I hereof, shall sublease such Assisted Unit(s) or assign such lease(s) to any Eligible Person at Affordable Housing Cost. Any rent paid under such a sublease or assignment shall be paid to the Subsequent Owner, City, Agency or Provider, as the case may be, has been reimbursed for any expenses incurred by it in connection with exercising the rights and remedies set forth in this subsection 3(b); provided, that if the Subsequent Owner is in default (beyond any applicable notice and cure periods) under any loan documents in connection with the financing of the Property or any improvements thereon, such rent shall be paid to the party legally entitled thereto.

**(c) Excess Rent.** In the event that and to the extent that the Subsequent Owner receives rents or other payments from the operation of the Assisted Units or other improvements constructed on the Property in excess of what Subsequent Owner is permitted to be charge and receive pursuant to this Restriction, after thirty (30) day notice by City to Subsequent Owner, Subsequent Owner agrees and covenants to pay to the City the full amount of such excess

immediately on demand by the City. The City intends that the payment of such excess, absent other remedies described in this Restriction to ensure for the term hereof that rents or other payments do not exceed those Subsequent Owner is permitted to charge and receive pursuant to this Restriction, shall not alone be an adequate remedy to accomplish the purposes of this Restriction.

(d) All Remedies Available and Cumulative. In the event of any breach of any of the covenants or restrictions set forth herein (a "Default"), the City, the Agency or members of the community (as defined in the Health and Safety Code) shall have the right to exercise all the rights and remedies, and to maintain any action at law or suits in equity or other real property proceedings, including without limitation, specific performance, to enforce the covenants and restrictions and the curing of any breach or violation thereof. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the City or Agency to enforce the provisions hereof in the future for any continuing or new breach or violation of any of the covenants or restrictions contained in this Restriction. All rights and remedies, including without limitation those set forth in paragraphs 3(a) through (c) above, of any party legally entitled to enforce this Restriction shall be cumulative and the exercise of any such right or remedy shall not impair or prejudice and shall not be a waiver of the right to exercise any other such rights and remedies.

4. Reporting. In addition to the Annual Report, the Subsequent owner shall provide all information reasonably requested by the City or the Agency with respect to the number of Assisted Units in the Property and the income levels of the persons or families renting or otherwise occupying the Assisted Units.

5. Notice of Restriction. The Subsequent Owner shall attach a copy of this Restriction to any lease or purchase and sale contract with respect to the Project and shall include in any residential lease for any Assisted Unit a provision informing the tenant that the Assisted Unit is restricted pursuant to this Restriction. The City shall approve all such notice provisions in residential leases for the Project.

6. Successors, Assigns. The provisions contained in this Restriction shall bind the Subsequent owner, its successors in interest and assigns and shall inure to the benefit of the City, the Agency and members of the community.

7. Lienor's Remedies. The provisions of this Restriction do not limit the right of any obligee to exercise any of its remedies for the enforcement of any pledge or lien upon the Property; provided, however, that in the event of any foreclosure, under any mortgage, deed of trust or other lien or encumbrance, or a sale pursuant to any power of sale included in any such mortgage or deed of trust, or in the case of a deed in lieu of foreclosure, the purchaser (or other transferee) and their successors in interest and assigns and the Property shall be, and shall continue to be, subject to all of the covenants and restrictions set forth in this Restriction.

8. Amendments. The City or the Agency and their successors and assigns, on the one hand, and the Subsequent Owner and its successors in interest and assigns, on the other, shall

have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or restrictions contained in this Restriction without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. This Restriction shall not be amended, modified or terminated except upon the written consent of the City or the Agency and upon the recordation of an amendment hereto duly executed and acknowledged by the Subsequent Owner.

**9. Termination.** Notwithstanding anything to the contrary herein, this Restriction shall terminate and be of no further force and effect fifty-five (55) years from November 3, 2006.

**10. Severability.** If any provision of this Restriction, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Restriction and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

**11. No Discrimination.** The Subsequent Owner covenants and agrees for itself, its successors, assigns and any successor in interest to the Property that, unless otherwise permitted by law, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, actual or perceived gender identity, or sexual orientation, marital status, family status (minor children or no minor children), national origin, ancestry or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of its Property, nor shall the Subsequent Owner or any person claiming under or through the Subsequent Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees in their Property.

All deeds, leases or contracts made relative to the Property, improvements thereon, or any part of said Property or improvements, shall contain or be subject to substantially the following non-discrimination and non-segregation clauses:

**(a) Deeds.** In deeds: "The Grantee herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of person on account of race, color, creed, religion, sex, actual or perceived gender identity, or sexual orientation, marital status, family status (minor children or no minor children), national origin, ancestry or handicap in the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

**(b) Leases.** In leases: "The lessor herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, family status (minor children or no minor children), national origin, ancestry, or handicap in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessor, or any person claiming under or through lessor, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein leased."

(c) Contracts. In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, actual or perceived gender identity, or sexual orientation, marital status, family status (minor children or no minor children), national origin, ancestry or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

12. Notices. All notices, demands, and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given and received when delivered by hand or, if mailed, three (3) business days after deposit in the mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to City at:

City of San José  
Housing Department  
200 E. Santa Clara Street, 12<sup>th</sup> Floor Tower  
San José, CA 95113  
Re: Ford and Monterey

13. Governing Law. This Restriction shall be governed by and construed in accordance with the law of the State of California.

IN WITNESS WHEREOF, the City has executed these Restriction as of the date first written above.

CITY:

CITY OF SAN JOSE, a municipal corporation

By: 

Name Leslye Krutko

Its: Director of Housing

**EXHIBIT A**  
**Legal Description**

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF THE PARCEL DESCRIBED IN THE GRANT DEED RECORDED ON MAY 17, 1945 IN BOOK 1264, AT PAGES 64-65, OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE MONUMENT LINES OF MAYLAND AVENUE AND FORD ROAD AS SAID AVENUE AND ROAD ARE SHOWN ON THE MAP OF TRACT NO. 6240 RECORDED ON MAY 11, 1978 IN BOOK 418 OF MAPS, AT PAGES 5-6, RECORDS OF SANTA CLARA COUNTY; THENCE ALONG SAID CENTERLINE OF MAYLAND AVENUE N 60°42'37" W 41.28 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID TRACT NO. 6240; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY S 36°08'44" W 96.12 FEET TO AN ANGLE POINT ON SAID TRACT BOUNDARY AND THE POINT OF BEGINNING; THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET DISTANT, MEASURED AT A RIGHT ANGLE, FROM THE MONUMENT LINE OF FORD ROAD AS SHOWN ON THE PARCEL MAP RECORDED ON MARCH 20, 1989 IN BOOK 597 OF MAPS, AT PAGES 8-9, RECORDS OF SANTA CLARA COUNTY, S 36°42'00" W 502.24 FEET TO THE GENERAL NORTHEASTERLY LINE OF THE PARCEL CONVEYED TO PACIFIC REAL ESTATE INVESTMENT TRUST BY THE STATE OF CALIFORNIA DIRECTOR'S DEED RECORDED ON MARCH 22, 1989 AS DOCUMENT NO. 10047036, OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE ALONG SAID GENERAL NORTHEASTERLY LINE, N 52°27'39" W 215.46 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 63°05'16", FOR AN ARC LENGTH OF 44.04 FEET; THENCE N 10°37'37" E 95.67 FEET TO AN ANGLE POINT; THENCE N 29°26'17" W 295.01 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90°00'00", FOR AN ARC LENGTH OF 47.12 FEET; THENCE N 60°33'43" E 113.00 FEET TO THE GENERAL NORTHEASTERLY LINE OF SAID PARCEL (1264 O.R. 64-65) AND THE SOUTHWESTERLY BOUNDARY OF SAID TRACT NO. 6240; THENCE ALONG SAID TRACT BOUNDARY, S 29°26'17" E 310.01 FEET; THENCE CONTINUING ALONG SAID TRACT BOUNDARY ALONG A TANGENT CURVE, TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 70°15'04", FOR AN ARC LENGTH OF 61.31 FEET; THENCE CONTINUING ALONG SAID TRACT BOUNDARY N 80°18'39" E 205.97 FEET; THENCE CONTINUING ALONG SAID TRACT BOUNDARY ALONG A TANGENT CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 30°46'22", FOR AN ARC LENGTH OF 107.42 FEET TO THE POINT OF BEGINNING.

APN: 678-53-004

Exhibit A

## EXHIBIT B

The following hypothetical illustrates the calculation of Affordable Housing Cost for a Low Income Household who is Renting a unit in Santa Clara County.

### Assumptions.

1. Assisted Unit to be made available to a low income household.
2. Family Size = 1 Person. (for purposes of this example).
3. Household need not have the maximum income for a person or family in the income category (adjusted for family size).

Pursuant to 25 CCR Section 6932, the maximum income level for low income household with a family size of 1 in the Santa Clara County is \$18,270

Pursuant to 25 CCR Section 6918, rent (for the purposes of this Exhibit C defined as "Rent") includes, among other things, payment for use or occupancy of a housing unit and a reasonable allowance for utilities.

Pursuant to Section 50053 of the Health and Safety Code, the Rent paid by an extremely low income household shall not exceed 30% of 60% of the area median income adjusted for family size.

### CALCULATION OF RENT CHARGEABLE:

\$59,400.00 [60% of area median income for Extremely Low Income Household adjusted for family size (1 person) (\$59,400.00)]

X .30 [Rent cannot exceed 30% of income]  
\$17,820.00

divided by 12 [to calculate the maximum monthly Rent]

\$ 1,485.00 [This figure includes utility charges to be paid by tenant that are not included in the payment for occupancy or use of the Unit.]

As this hypothetical illustrates, no very extremely low income household with a family size of 1 shall be charged or pay Rent (including utilities) in excess of \$1,485.00 per month as of the date of this Restriction; this amount may be adjusted as the CCR sections above are amended.

Exhibit B

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

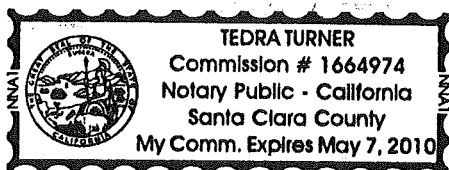
On 10/28/08 before me, Tedra Turner, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Leslye Krutko  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Tedra Turner  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

### Description of Attached Document

Title or Type of Document: 55-Year Affordability Restrictions (Ford & Monterey)

Document Date: October 28, 2008 Number of Pages: 7 + Exhibits

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Leslye Krutko

- ☐ Individual  
☒ Corporate Officer  
Title(s): Director of Housing  
☐ Partner - ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing:

City of San Jose,

a municipal corporation

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
Title(s): \_\_\_\_\_  
☐ Partner - ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing:

\_\_\_\_\_

\_\_\_\_\_